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Supreme Court, U.S.
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No. 94-1821

In The

Supreme Court of the United States

October Term, 1994

GAYLE F. TRULY, SECRETARY OF THE LOUISIANA DEPARTMENT OF LABOR AND ADMINISTRATOR,

Petitioner,

versus

BAYOU STEEL CORPORATION,

Respondent,

and

HARRY ABADIE, JR., et al.,

Respondents.

On Petition For Writ Of Certiorari To The Louisiana Supreme Court

PETITIONER'S RESPONSE TO RESPONDENT BAYOU STEEL'S BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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TABLE OF AUTHORITIES

Page

STATUTES

LSA-R.S. 23:1600 7

LSA-R.S. 23:1601(4) 7, 10

TO THE HONORABLE SUPREME COURT:

The opposition expressed by Respondent Bayou Steel necessitates a response by the Administrator to clarify her position, correct such Respondent's distortion of the bases for her application, and correct Respondent's misstatements of significant dates as follows:

I.

> **RESPONDENT'S STATEMENT (Pages 4-5):** "The following facts are established by the record and form the basis (sic) of the decisions below. . . . [w]hen the old agreement expired in February 1992, it was extended by mutual agreement through March 21, 1993. . . . On March 19, 1993, the Union notified the Company that the Union would not agree to another extension of the agreement . . . [which] expired two days later." (emphasis added)

ADMINISTRATOR'S REPLY: The date of expiration of contract, as stated by Respondent Bayou Steel Corporation, is not the same date found in the Administrative Record, to which all parties were bound in the state courts and administrative hearings, and to this point the date of expiration of contract has not been at issue. The Administrative Record at Page 1 states: "The contract was to have expired on February 28, 1993; however, the union and employer agreed to two (2) extensions of the contract, through March 20, 1993." (emphasis added) (Appendix 1 to Petitioner's Response to Respondent Bayou Steel's Brief in Opposition to Petition for Writ of Certiorari)

II.

RESPONDENT'S STATEMENT (Page 5): "The first claims were filed on March 21, 1993. . . . "

RESPONDENT'S STATEMENT (Page 13): " . . . claims were filed on March 21, 1993."

ADMINISTRATOR'S REPLY: The first date of filing of claims, as stated by Respondent Bayou Steel Corporation, is not the same date found in the Administrative Record, to which all parties were bound in the state courts and administrative hearings, and to this point the first date of filing of claims has not been at issue. The Administrative Record at Volumes 3 and 4, which includes copies of all claims filed, reveals that the first claim was filed by non-union member Charles LaVerne Kyzar on March 8, 1993. The first claim filed by a union member was filed by Cornell Roussel on March 28, 1993. (Appendix 2 to Petitioner's Response to Respondent Bayou Steel's Brief in Opposition to Petition for Writ of Certiorari)

III.

RESPONDENT'S STATEMENT (Page 2): " . . . the Administrator arbitrarily reversed the initial determination and awarded benefits."

ADMINISTRATOR'S REPLY: The Administrator redetermined qualification for benefits for claimants only upon further investigation and on-site visitation, with personal communication between Louisiana Department of Labor officials and Bayou Steel management, which revealed replacement of workers for an indefinite time and an inability or unwillingness on the part of Bayou

Steel to provide a listing of which claimants had been replaced, resulting in a legitimate finding by the Administrator for a redetermination of unavailability of work for purposes of qualification for unemployment compensation.

IV.

> **RESPONDENT'S STATEMENT (Page 2):** " . . . the Louisiana Supreme Court denied the petitions (sic), finding the decisions below not worthy of further review."

ADMINISTRATOR'S REPLY: The Louisiana Supreme Court made no such statement in its denial of writs. (Appendix 36 Petition for Certiorari)

V.

> **RESPONDENT'S STATEMENT (Page 2, Footnote 1):** " . . . the position of the Administrator in this matter clearly was aligned with that of the Strikers."

ADMINISTRATOR'S REPLY: The position of the Administrator was not and is not, at any time, aligned with any party affiliation. The Administrator exercised her duty to impartially interpret and uphold the Louisiana Employment Security Law in accordance with the applicable federal law and federal and state constitutions. Any determination by the Administrator in favor of a particular party does not rise to a position of alignment with any such party. The Respondent Bayou Steel, on the

other hand, would not appreciate an accusation of "alignment" wherein the Administrator, in her capacity of Secretary of Labor and/or Administrator, has previously rendered any other determination in its own favor.

VI.

RESPONDENT'S STATEMENT (Page 3): "This Court, however, lacks jurisdiction over this action because it presents no genuine issue under any federal statute and raises no significant claim. . . . "

RESPONDENT'S STATEMENT (Page 3): "No federal constitutional provisions are involved in this case."

RESPONDENT'S STATEMENT (Page 4): " . . . the claimants for whom Petitioner seeks authority to award unemployment benefits are unemployed because they are on strike. They are unemployed because they have chosen to picket rather than to work. Therefore, because the claimants' unemployment is due to a labor dispute . . . they are disqualified . . . for unemployment compensation . . . [and] unemploy[ment is] solely because their collective bargaining agreement . . . has expired."

RESPONDENT'S STATEMENT (Page 8): " . . . this Court has held that the denial of benefits to striking employees is rationally related to legitimate state interests . . . Because an unemployment compensation statute 'does not involve any discernible fundamental interest,' and because striking workers are not a suspect class, the rational relation test applies to determine the constitutionality of Louisiana's

unemployment compensation scheme. . . . Louisiana's statutory disqualification of striking workers from receiving unemployment compensation clearly and rationally relates to this legitimate state interest."

RESPONDENT'S STATEMENT (page 10): "Petitioner reveals a profound confusion about the fundamental differences between a collective bargaining agreement and an ordinary employment contract and about what happens when a collective bargaining agreement expires and the parties are still negotiating over the terms of a new agreement."

RESPONDENT'S STATEMENT (Page 12): " . . . They were disqualified, in accordance with the statute . . . "

RESPONDENT'S STATEMENT (Page 6): " . . . the cornerstone of all of Petitioner's arguments is the false notion that the expiration of the collective bargaining agreement . . . caused the . . . unemployment."

RESPONDENT'S STATEMENT (Page 7): " . . . in *Ohio Bureau of Employment Services v. Hodory*, . . . "The fact that Congress has chosen not to legislate on the subject of labor dispute disqualifications confirms our belief that neither the Social Security Act nor the Federal Unemployment Tax Act was intended to restrict the States' freedom to legislate in this area . . . *New York Telephone Co.* . . . "

RESPONDENT'S STATEMENT (Page 7): " . . . The only reference to the NLRA in the decisions below is the recognition, in dicta, that

economic strikers have the right to reinstatement, upon application, as jobs become available. . . . "

ADMINISTRATOR'S REPLY: This application, to the contrary, presents a very genuine as well as novel issue under both the applicable federal statutes and the U.S. Constitution. The Administrator does not and cannot herein challenge the prerogative and "broad freedom" of the State Legislature to disqualify claimants who are unemployed due to a labor dispute. This state right has been recognized by this Honorable Court in previous precedence, cases of which have been quoted therein by Respondent Bayou Steel. Rather, the Administrator seeks review of this Honorable Court of the next further step of analysis to delve into the issue as to "how" and "when" such state disqualification should be administered in a consistent manner with applicable federal law and the U.S. Constitution. The issue lies before the Court that union and non-union workers become arbitrarily distinguished by current Louisiana jurisprudence in its failure to acknowledge and recognize separation from employment upon expiration of contract for union-affiliated claimants for purposes of unemployment compensation. Thus, the state disqualification for labor disputes does not create a "suspect class" within its statutory language; however, the state courts have interpreted such statutory disqualification in such a way to convert the union worker into a "suspect class".

Further, such state jurisprudence confused and misapplied the concept of continued employment under the NLRA with the concept of separation from employment at the point of contract expiration. Without such judicial

recognition of contract expiration for the union worker, the state courts were unable to inquire into the availability of jobs with Bayou Steel, whose failure to disclose the extent of availability was established in the Administrative Record. The state law under LSA-R.S. 23:1601(4) requires that unemployment, for unemployment compensation purposes, must be "due to a labor dispute in active progress". The state court conclusions did not examine the "due to" requirement and, thus, the rendered disqualifications were not "in accordance with the statute". The court's failure to fully recognize and examine the component factors of such statutory disqualification results in direct violation of the constitutional rights of the union worker to be equally treated in the review and examination of his unemployment for qualification of such benefits. While the Louisiana "unemployment compensation scheme does not result in the unequal treatment of union and non-union workers", the Louisiana judicial interpretation of such statutory scheme does violate such constitutional rights against the union worker by not affording the same analyses of cause of unemployment and availability of employment as would be ordinarily provided to a non-union worker filing an unemployment compensation claim upon expiration of contract.

The state statute in itself specifies that the cause of unemployment must be "due to a labor dispute in active progress". Yet the state courts ignored the very language of law and merely disqualified such union workers on the basis of the existence of a labor dispute, with the cause element under "due to" of the statute and the availability issue elsewhere under LSA-R.S. 23:1600 completely disregarded.

It is respectfully noted to the interest of the Court that if union workers, who have been replaced for an indefinite time, are required to individually apply for work by breaking the picket line (as opposed to obtaining such information as to availability of work from their union representative-agent) prior to any qualification for benefits, does this not infringe or violate their first amendment rights of freedom of affiliation (also recognized under NLRA) or rights to contract for representation by an agent?

VII.

RESPONDENT'S STATEMENT (Page 8): " . . . Petitioner . . . would create an artificial state of unemployment, resulting in an immediate award of benefits, upon the expiration of the collective bargaining agreement, notwithstanding the fact that the Strikers continued to work under the terms of the expired agreement for several more weeks before deciding to go on strike."

RESPONDENT'S STATEMENT (Page 11): " . . . Thus, whether the situation involves a union worker covered by a collective bargaining agreement or a nonunion worker with an individual employment contract, the analysis for unemployment purposes is really no different. It all comes down to why the employees are unemployed: Is it because they had a choice and chose not to work, or is it because they had no choice? . . . The expiration of the collective bargaining agreement . . . had nothing to do with the decisions below. . . . "

ADMINISTRATOR'S REPLY: This is not responsive to the issue. The fact of the matter is that the contract expired and the parties could not come to an agreement as to terms of a new contract of hire, thus, the claimants became unemployed (remuneration was not paid; services were not rendered) at the moment of expiration. Further, as to what transpired upon expiration of such contract, the issue then became that the employer would not disclose specifically who would be rehired under new contract of hire, whether such new contract was for each individual or a group of individuals, and at what jobs. Thus, the Administrator had no choice but to qualify claimants due to inability to determine availability of work to specific claimants. The Louisiana courts' interpretation of LSA-R.S. 23:1601(4) has thereby resulted in discrimination against union workers by automatic disqualification under the existence of the labor dispute without delving into the issue of availability of work as would be considered in the case of the non-union worker. Thus, the expiration of contract is an indispensable element for the union worker as much as for the non-union worker.

VIII.

> **RESPONDENT'S STATEMENT:** "Petitioner's . . . argument is premised on the false assumption that an award of benefits . . . is contingent on some unspecified action by the NLRB . . . [and Petitioner is wrong that to assume entitlement] to benefits."

PETITIONER'S RESPONSE (Page 13): The Administrator has not asserted that qualification for unemployment compensation relies solely upon any determination or conclusions of the NLRB. Rather, the Louisiana jurisprudence has failed to fully apply LSA-R.S. 23:1601(4) by not considering the relevancy of any complaints filed with the NLRB or decisions rendered by the NLRB. It is the Administrator's position that when any such information is available, the Administrator shall consider complaints filed with the NLRB or conclusions of the NLRB as a part of all relevant information. Simply put, such complaints and decisions are two of many factors considered. To ignore them would be arbitrary and capricious against one or both of the parties, in disregard of the "active progress" requirement under the statute. Additionally, contrary to the insinuations of Respondent Bayou Steel, the Administrator knows that the unemployment compensation program is not an entitlement program. Further, the Administrator applies the "prompt payment when due" requirement when there is sufficient available information for qualification for benefits under this remedial program of assistance.

Respectfully submitted,

/s/ Denise A. Nagel
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APPENDIX 1.

ISSUES

DISQUALIFICATION FOR BENEFITS – R.S.23:1601(4)
DISQUALIFICATION FOR BENEFITS – R.S.23:1601(2)

CASE HISTORY

This case came before the Louisiana Board of Review upon an appeal timely filed by the claimants, through their legal representative, Louis L. Robein, Jr. The appeal is a result of a decision rendered by Chief Administrative Law Judge Dennis W. Dykes, Sr., on July 9, 1993. In his decision, Judge Dykes ordered that LSA-R.S. 23:1601(2) did not apply to the case, and there should be no disqualification assessment pursuant to that Section of Law. Judge Dykes further ordered that the redeterminations issued by the Agency, which did not disqualify the claimants for unemployment insurance benefits pursuant to LSA-R.S. 23:1601(4) be reversed, and the claimants be disqualified for benefits effective March 21, 1993.

EVIDENCE

The claimants worked for the employer under a bargaining agreement between the employer and the United Steelworkers of America, AFL-CIO-CLC (USWA) (hereafter referred to as "the union"). Most of the claimants worked the full six-year term of the agreement, March 1, 1987 through February 28, 1993.

Discussions regarding a new contract began January 15, 1993. A strike authorization vote was given by the union membership on February 24, 1993. The union notified the employer of the strike authorization vote. The

employer made preparations in case a strike occurred; those preparations included planning to hire replacements for striking employees.

The contract was to have expired on February 28, 1993; however, the union and employer agreed to two (2) extensions of the contract, through March 20, 1993. Negotiations continued; a settlement could not be reached.

March 19, 1993 the union and company met. The union refused to agree to another extension of the expiring contract; the union did agree to give the employer 48 hours notice of a called strike. Approximately two hours later, the union advised the employer that it would begin a strike on March 21, 1993.

March 20, 1993 the employer made a "last ditch" offer in an effort to avert a strike. They informed the union that if the offer was rejected by the membership, the employer would determine that an impasse had been reached and that the conditions of the March 19, 1993 offer would be imposed. The union bargaining committee, having been authorized by the membership vote on February 24, 1993, rejected the offer and advised the employer that the strike would proceed. An impasse was not declared.

The strike began March 21, 1993. All of the claimants have participated in the strike by refusing to return to work and/or by walking the picket lines.

* * *

APPENDIX 2.

NOTICE OF CLAIM DETERMINATION

LA DEPARTMENT OF LABOR
LAPLACE AREA OFFICE
POST OFFICE BOX 940
LAPLACE, LA 70069-0940

KYZAR CHARLES L
205 ROBERTS RD
HAMMOND LA 70401- 0

BAYOU STEEL
CORP

P. O. BOX 5000
LAPLACE, LA
70069-0000

SOCIAL SECURITY
NUMBER: 435-62-4414
EFFECTIVE DATE OF
CLAIM: 03/28/93
TYPE CLAIM: LA1
BATCH NUMBER: 527
DATE MAILED: 05/04/93
DETERMINATION NO: 321402
LO#: 780

THE DISQUALIFICATION WHICH WAS IMPOSED UPON YOU FROM 03/21/93, BECAUSE OF A LABOR DISPUTE, WAS REMOVED AS OF 03/20/93. ADDITIONAL AVAILABLE INFORMATION INDICATES THAT WORK MAY NOT BE AVAILABLE FOR YOU AT YOUR PLACE OF EMPLOYMENT. THEREFORE, BENEFITS ARE ALLOWED. SEE REVERSE SIDE SECTION 1601(4).

PLEASE NOTE YOUR APPEAL RIGHTS SHOWN BELOW.

APPEAL RIGHTS:

IF YOU DO NOT OR YOUR EMPLOYER DOES NOT AGREE WITH THIS DETERMINATION, THE AREA OFFICE SHOWN ABOVE MUST BE CONTACTED, IN PERSON OR BY MAIL. PERSONNEL OF THIS OFFICE WILL ASSIST IN PREPARING AN APPEAL. IF YOU APPEAL, YOU SHOULD CONTINUE TO FILE CLAIMS UNTIL A FINAL DECISION IS RENDERED OR YOU RETURN TO WORK. IF THIS APPEAL IS NOT POSTMARKED/DELIVERED WITHIN 15 DAYS OF THE DETERMINATION MAILING DATE, YOUR APPEAL RIGHTS WILL BE LOST.

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(REV 03/93) MD-385A

LABOR DISP ROOM # 328 EA# 000000

NOTICE OF CLAIM DETERMINATION

LA DEPARTMENT OF LABOR
HAMMOND AREA OFFICE
POST OFFICE BOX 3068
HAMMOND, LA 70404-3068

KYZAR CHARLES L
205 ROBERTS RD
HAMMOND LA 70401- 0

BAYOU STEEL CORP

P. O. BOX 5000
LAPLACE, LA
70069-0000

SOCIAL SECURITY NUMBER: 435-62-4414
EFFECTIVE DATE OF CLAIM: 03/28/93
TYPE CLAIM: LA1
BATCH NUMBER: 527
DATE MAILED: 04/14/93
DETERMINATION NO: 351402
LO#: 330

YOU HAVE BEEN DISQUALIFIED FROM 03/21/93 FOR ALL WEEKS OF UNEMPLOYMENT CAUSED BY A LABOR DISPUTE. SEE REVERSE SIDE SECTION 1601(4).

YOU ARE UNEMPLOYED AS THE RESULT OF A LABOR DISPUTE AT YOUR PLACE OF EMPLOYMENT. YOU ARE NOT A MEMBER OF THE STRIKING UNION. HOWEVER, YOU WILL NOT ACCEPT AVAILABLE WORK BECAUSE YOU ARE HONORING THE PICKET LINE. THEREFORE, BENEFITS ARE DISALLOWED FOR THE DURATION OF THE LABOR DISPUTE

PLEASE NOTE YOUR APPEAL RIGHTS SHOWN BELOW.

APPEAL RIGHTS:

IF YOU DO NOT OR YOUR EMPLOYER DOES NOT AGREE WITH THIS DETERMINATION, THE AREA OFFICE SHOWN ABOVE MUST BE CONTACTED, IN PERSON OR BY MAIL. PERSONNEL OF THIS OFFICE WILL ASSIST IN PREPARING AN APPEAL. IF YOU APPEAL, YOU SHOULD CONTINUE TO FILE CLAIMS

UNTIL A FINAL DECISION IS RENDERED OR YOU RETURN TO WORK. IF THIS APPEAL IS NOT POSTMARKED/DELIVERED WITHIN 15 DAYS OF THE DETERMINATION MAILING DATE, YOUR APPEAL RIGHTS WILL BE LOST.

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LABOR DISP ROOM # 328 EA# 362350

CLAIMANT'S STATEMENT – LABOR DISPUTE

Please complete this questionnaire and return it to this office in person. The requested information will enable us to make a prompt determination of your eligibility.

You may, if you wish, bring witnesses with you, or any evidence or documents which have bearing on the case. You may bring someone to represent you, such as an attorney, union representative, etc. *You are not required to do so.*

To decide your case fairly, detailed information is needed and it is to your advantage to give all the information you can.

Name Charles LaVerne Kyzar SS# 435-62-4414

OUR RECORDS INDICATE YOU ARE NO LONGER EMPLOYED BECAUSE OF A LABOR DISPUTE.

WHAT IS THE NAME OF THE COMPANY YOU WORK FOR? Bayou Steel of LaPlace

WHAT WAS YOUR LAST DAY OF WORK FOR THIS COMPANY? 3/21/93

WHAT DATE DID THE LABOR DISPUTE BEGIN? 2-28-93

WHAT IS THE NAME AND LOCATION OF THE COMPANY WHERE THE LABOR DISPUTE IS IN PROGRESS?

Name Bayou Steel Location LaPlace, LA

ARE YOU A MEMBER OF THE STRIKING UNION? YES _ NO X

WHAT IS THE NAME AND NUMBER OF THE UNION ON STRIKE? USWA – 9121

WHAT IS THE NAME AND NUMBER OF YOUR UNION? I AM NOT UNION – 9121

WHAT ORGANIZATION IS YOUR BARGAINING UNIT? 9121

WHAT IS YOUR CRAFT OR OCCUPATION? Operator

WERE YOU TOLD BY ANYONE WITH THE COMPANY NOT TO REPORT FOR WORK? YES _ NO X

IF YES, GIVE THE NAME AND POSITION OF THE PERSON WHO TOLD YOU NOT TO REPORT FOR WORK.

Name _____ Position _____

WERE YOU TOLD BY ANYONE FROM YOUR UNION NOT TO REPORT FOR WORK? YES _ NO X

IF YES, GIVE THE NAME AND POSITION OF THE PERSON WHO TOLD YOU NOT TO REPORT FOR WORK.

Name _____ Position _____

DID YOU REPORT FOR WORK OR HAVE YOU TRIED TO REPORT? YES _ NO X

IF NOT, WHY NOT? Picket Line

WERE YOU ABLE TO GET TO YOUR WORK STATION? YES _ NO X

DID ANYONE PREVENT YOU FROM REPORTING TO YOUR WORK STATION? YES _ NO X

IF YES, WHO PREVENTED YOU FROM WORKING? _

_____

WERE YOUR SUPERVISORS ON THE JOB? YES X NO _

WAS WORK AVAILABLE FOR YOU? YES X NO _

WAS THERE A PICKET LINE AT THE JOB SITE? YES X NO _

IF YES, WHO SET UP THE LINE? USWA – 9121

HAVE YOU BEEN WALKING ON THE PICKET LINE? YES _ NO X

HAS ANY MEMBER OF YOUR UNION BEEN WALKING THE PICKET LINE? YES X NO _

WILL YOU BENEFIT FROM A CONTRACT NEGOTIATED BY THE STRIKING UNION? YES X NO _

DOES YOUR UNION CURRENTLY HAVE A WORKING CONTRACT? YES _ NO X

ANY FURTHER INFORMATION THAT YOU MAY WISH TO FURNISH CAN BE LISTED BELOW:

I have made these statements for the purpose of obtaining benefits, knowing that the Law provides penalties for false statements or for withholding facts.

Date 3/8/93 Your Signature /s/ Charles L. Kyzar

NOTICE: FAILURE TO PROPERLY COMPLETE THIS FORM MAY RESULT IN A DELAY OF PROCESSING YOUR CLAIM. IF YOU NEED ASSISTANCE, THE PERSONNEL OF YOUR LOCAL CLAIMS OFFICE SHOULD BE REQUESTED TO ASSIST YOU.

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BEFORE ME, the undersigned authority, personally came and appeared:

CHARLES LAVERNE KYZAR

who deposed and stated that:

I, Charles LaVerne Kyzar, am and have been a non-union employee of Bayou Steel for 12 years.

I have not now, nor do I intend in the future, to quit my position with Bayou Steel; however, due to current labor relations and the ensuing strike have felt it necessary, due to the fear of bodily injury, and repercussions to me or to my family, which may occur now or in the future, not to cross the union picket lines while the strike is in effect.

I feel that in crossing the picket line I subject myself and my family to unnecessary and needless mental anguish, emotional distress and worry.

Again, I am stating that I have not, nor do not, intend to quit my position with Bayou Steel.

/s/ Charles L. Kyzar
CHARLES LAVERNE KYZAR

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 22nd DAY OF March, 1993.

/s/ Illegible
NOTARY PUBLIC

NOTICE OF CLAIM DETERMINATION

LA DEPARTMENT OF LABOR
LAPLACE AREA OFFICE
POST OFFICE BOX 940
LAPLACE, LA 70069-0940

ROUSSEL CORNELL
43132 PINEWOOD AVE
PRAIRIEVILLE LA 70769- 0

BAYOU STEEL CORP

P. O. BOX 5000
LAPLACE, LA
70069-0000

SOCIAL SECURITY NUMBER: 435-06-2542
EFFECTIVE DATE OF CLAIM: 03/28/93
TYPE CLAIM: LA1
BATCH NUMBER: 525
DATE MAILED: 05/04/93
DETERMINATION NO: 321402
LO#: 780

THE DISQUALIFICATION WHICH WAS IMPOSED UPON YOU FROM 03/21/93, BECAUSE OF A LABOR DISPUTE, WAS REMOVED AS OF 03/20/93. ADDITIONAL AVAILABLE INFORMATION INDICATES THAT WORK MAY NOT BE AVAILABLE FOR YOU AT YOUR PLACE OF EMPLOYMENT. THEREFORE, BENEFITS ARE ALLOWED. SEE REVERSE SIDE SECTION 1601(4).

PLEASE NOTE YOUR APPEAL RIGHTS SHOWN BELOW.

APPEAL RIGHTS:

IF YOU DO NOT OR YOUR EMPLOYER DOES NOT AGREE WITH THIS DETERMINATION, THE AREA OFFICE SHOWN ABOVE MUST BE CONTACTED, IN PERSON OR BY MAIL. PERSONNEL OF THIS OFFICE WILL ASSIST IN PREPARING AN APPEAL. IF YOU APPEAL, YOU SHOULD CONTINUE TO FILE CLAIMS UNTIL A FINAL DECISION IS RENDERED OR YOU RETURN TO WORK. IF THIS APPEAL IS NOT POSTMARKED/DELIVERED WITHIN 15 DAYS OF THE DETERMINATION MAILING DATE, YOUR APPEAL RIGHTS WILL BE LOST.

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(REV 03/93) MD-385A

LABOR DISP ROOM # 328 EA# 000000

NOTICE OF CLAIM DETERMINATION

LA DEPARTMENT OF LABOR
LAPLACE AREA OFFICE
POST OFFICE BOX 940
LAPLACE, LA 70069-0940

ROUSSEL CORNELL
43132 PINEWOOD AVE
PRAIRIEVILLE LA 70769- 0

BAYOU STEEL
CORP

P. O. BOX 5000
LAPLACE, LA
70069-0000

SOCIAL SECURITY
NUMBER: 435-06-2542
EFFECTIVE DATE OF
CLAIM : 03/28/93
TYPE CLAIM: LA1
BATCH NUMBER: 525
DATE MAILED: 04/14/93
DETERMINATION NO: 351401
LO#: 780

YOU HAVE BEEN DISQUALIFIED FROM 03/21/93 FOR ALL WEEKS OF UNEMPLOYMENT CAUSED BY A LABOR DISPUTE. SEE REVERSE SIDE SECTION 1601(4).

YOU ARE UNEMPLOYED AS THE RESULT OF A LABOR DISPUTE. YOU ARE PARTICIPATING IN/INTERESTED IN THE LABOR DISPUTE IN ACTIVE PROGRESS AT YOUR PLACE OF EMPLOYMENT. THEREFORE, BENEFITS ARE DENIED FOR THE DURATION OF THE LABOR DISPUTE.

PLEASE NOTE YOUR APPEAL RIGHTS SHOWN BELOW.

APPEAL RIGHTS:

IF YOU DO NOT OR YOUR EMPLOYER DOES NOT AGREE WITH THIS DETERMINATION, THE AREA OFFICE SHOWN ABOVE MUST BE CONTACTED, IN PERSON OR BY MAIL. PERSONNEL OF THIS OFFICE WILL ASSIST IN PREPARING AN APPEAL. IF YOU APPEAL, YOU SHOULD CONTINUE TO FILE CLAIMS UNTIL A FINAL DECISION IS RENDERED OR YOU RETURN TO WORK. IF THIS APPEAL IS

NOT POSTMARKED/DELIVERED WITHIN 15 DAYS OF THE DETERMINATION MAILING DATE, YOUR APPEAL RIGHTS WILL BE LOST.

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(REV 03/93) MD-385A

LABOR DISP ROOM # 328 EA# 000000

CLAIMANT'S STATEMENT – LABOR DISPUTE

READ:

Please complete this form in detail. The requested information will enable us to make a prompt and fair determination on your claim for unemployment insurance benefits.

To decide your case fairly, detailed information is needed, and it is to your advantage to present in detail all pertinent facts related to this case.

1. Name Cornell Roussel 2. Social Security Number 435-06-2542

3. Are you no longer employed because of a Labor Dispute? Yes ( ) No (✓)

4. What is the name and address of the company you work for?

   Name Bayou Steel Address P.O. Box 5000 LaPlace

5. What was your last date of work for this company? 3-21-93

6. What date did the Labor Dispute begin? 3-1-93

7. What is the name and address of the company where the Labor Dispute is in progress?

   Name _____ Address _____

8. Are you a member of a striking union? Yes (✓) No ( )

9. What is the name and number of the union on strike? Steelworker/9121

10. What is the name and number of your union? Steelworker/9121

11. What organization is your bargaining unit? _____

12. What is your craft or occupation? Matl. Handler

13. Were you told by anyone with the company or the union not to report to work? Yes ( ) No (✓)

    If Yes, give the name and position of the person who told you not to report for work.

    Name _____ Position _____

14. Did you report for work, or have you tried to report? Yes ( ) No (✓)

    If No, why not? I was forced not to because, lower wages and subcontracting out my job.

15. Were you able to get to your work station? Yes (✓) No ( )

16. Did anyone prevent you from reporting to your work station? Yes ( ) No (✓)

    If Yes, who prevented you from working? _____

17. Were your supervisors on the job? Yes (✓) No ( )

18. Was work available for you? Yes (✓) No ( )

19. Was there a picket line at the jobsite? Yes (✓) No ( )

If Yes, who set up the line? Members of the Local 9121

20. Have you been walking the picket line? Yes (✓) No ( )

21. Will you benefit from a contract negotiated by the striking union? Yes (✓) No ( )

22. Does your union currently have a working contract? Yes ( ) No (✓)

Any further information that you may wish to furnish can be listed below or on additional paper requested from the interviewer.

The reason we are on strike is the company want to reduce my pay & benefits by 1.39 per hour. They want to subcontract my job out.

I have made this statement for the purpose of obtaining unemployment insurance benefits, knowing that the law provides penalties for false statements or for withholding facts.

3/28/93
Date

Claimant's Signature

Interviewer's Signature